

1  
2  
3  
4  
5  
6  
7  
8 **UNITED STATES DISTRICT COURT**  
9 **WESTERN DISTRICT OF WASHINGTON AT SEATTLE**

10 NORTHWEST LABORERS-EMPLOYERS  
11 HEALTH & SECURITY TRUST, WESTERN  
12 WASHINGTON LABORERS-EMPLOYERS  
13 PENSION TRUST, NORTHWEST  
LABORERS-EMPLOYERS TRAINING  
TRUST, and WASHINGTON AND  
NORTHERN IDAHO DISTRICT COUNCIL  
OF LABORERS

14 Plaintiffs

15 v.

16 NORTHWEST BARRIER, LLC

17 Defendant

NO.

COMPLAINT FOR BREACH OF  
COLLECTIVE BARGAINING  
AGREEMENT

18 COME NOW PLAINTIFFS, and for their cause of action, allege as follows:

19 1. Plaintiffs Northwest Laborers-Employers Health & Security Trust, Western Washington  
20 Laborers-Employers Pension Trust, and Northwest Laborers-Employers Training Trust (Trust  
21 Funds) are joint labor-management employee benefit trust funds created pursuant to § 302(c)(5)  
22 of the Labor-Management Relations Act (the Act), 29 U.S.C. § 186(c)(5) and bring this action in

COMPLAINT FOR BREACH OF  
COLLECTIVE BARGAINING AGREEMENT—1

**Law Offices of**  
**Mary L. Stoll**  
A Professional Limited Liability Company  
2033 Sixth Avenue — Suite 815  
Seattle, WA 98121-2573  
Telephone 206-623-2855  
Fax 206-667-9805

1 accordance with §§ 502(d)(1), 502(a)(3) and 515 of the Employee Retirement Income Security  
2 Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq.

3 2. Plaintiff Washington and Northern Idaho District Council of Laborers and its affiliated  
4 Union locals (Union) is a labor organization that has its principal office located at 3909 164<sup>th</sup>  
5 Street SW, Lynnwood, Washington.

6 3. Defendant Northwest Barrier, LLC (Employer) is engaged in business within the  
7 jurisdiction of this Court, and such business affects commerce within the meaning of § 301(a) of  
8 the Act, 29 U.S.C. § 185(a).

9 4. Jurisdiction is conferred on this Court by § 301(a) of the Act, 29 U.S.C. § 185(a) and  
10 §§ 502(a)(3) and 502(e)(2) of ERISA, 29 U.S.C. § 1132(a)(3) and § 1132(e)(2).

11 5. At all times material the Employer and the Union and its affiliated Local No. 252 were  
12 parties to a collective bargaining agreement (Labor Agreement) and Trust agreements, material  
13 parts of which are attached to this Complaint as Exhibits A and B, respectively. Plaintiff Trust  
14 Funds are third-party beneficiaries to the Labor Agreement.

15 6. The Employer has failed to abide by the terms and conditions set forth in the Labor  
16 Agreement and Trust Agreements and is and continues to be delinquent in the payment of fringe  
17 benefit contributions, dues, and other wage deductions in an unknown amount for the period  
18 January 2011. In addition, the Employer is and continues to be delinquent in the payment of  
19 fringe benefit contributions, dues, and other wage deductions in the known amount of \$84,074.07  
20 covering the period June through December 2010. As a result of this delinquency, the Employer  
21 also owes liquidated damages in the known amount of \$12,325.50 and interest in the known  
22 amount of \$6,825.23. In addition, the Employer was delinquent for contributions, dues, and other

1 wage deductions covering the period April and May 2010, and therefore owes liquidated damages  
2 in the known amount of \$3,266.33 and interest in the known amount of \$222.58. The total  
3 known amount owing as of the filing of this Complaint is \$106,713.31, all of which is due and  
4 payable under the terms of the Labor Agreement and Trust Agreements. The Employer's failure  
5 to pay is also a violation of § 515 of ERISA, 29 U.S.C. § 1145.

6 7. The Employer's failure to pay fringe benefit contributions, dues and other wage  
7 deductions which continue after the filing of this Complaint violates the Labor Agreement and the  
8 Trust Agreements. The Employer's failure to pay is also a violation of § 515 of ERISA, 29  
9 U.S.C. § 1145.

10 8. The full extent of the Employer's delinquency to the date of this Complaint is unknown  
11 at this time and will be determined by an examination of the Employer's payroll records, which  
12 examination is authorized by the Trust Agreements, ERISA, 29 U.S.C. §§ 1027 and 1059, and  
13 controlling Federal court decisions. A Request for Production of Records has been issued  
14 contemporaneously with this Complaint.

15 9. The continuing failure of the Employer to pay contributions, dues, and other wage  
16 deductions and to file monthly contribution report forms makes the full extent of the Employer's  
17 delinquency uncertain and it will be determined at the time of trial.

18 10. The Employer has failed to abide by the terms and conditions set forth in the Labor  
19 Agreement and the Trust Agreements and is delinquent in the payment of dues and other wage  
20 deductions owing to the Union.

21 11. Under the terms of the Labor Agreement and Trust Agreements to which the Employer  
22 is bound, the Employer is also obligated to pay all liquidated damages in the amount of 15 percent

(15%) of the delinquent contributions owing, interest computed at the rate of 15 percent (15%) per annum, and costs and expenses incurred, including reasonable attorney's fees.

12. If judgment is entered by default, a reasonable attorney's fee as of the date of this Complaint is \$950.00.

WHEREFORE, Plaintiffs pray for the following relief:

- (a) Judgment against Northwest Barrier, LLC covering the period June through December 2010 in the amount of \$84,074.07 representing fringe benefit contributions, dues, and other wage deductions; and for the period April through December 2010, \$15,591.83 representing liquidated damages, and \$7,047.81 representing interest;
- (b) Judgment against Northwest Barrier, LLC representing contributions, dues, and other wage deductions, liquidated damages, and interest in an amount to be determined at the time of trial;
- (c) All costs and attorney's fees incurred; and
- (d) Such other relief as the Court deems just and equitable.

DATED May 4, 2011

s/ Mary L. Stoll

Mary L. Stoll, WSBA No. 16446  
Law Offices of Mary L. Stoll, PLLC  
2033 Sixth Avenue — Suite 815  
Seattle WA 98121-2573  
Telephone 206-623-2855  
Fax 206-667-9805  
Email marys@mlstoll-law.com